

**AGREEMENT
BETWEEN THE
MENDHAM BOROUGH ADMINISTRATORS ASSOCIATION
AND THE
BOARD OF EDUCATION OF THE BOROUGH OF MENDHAM
THE COUNTY OF MORRIS, NEW JERSEY**

JULY 1, 1994 - JUNE 30, 1997

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Membership	1
II	Negotiations Procedure	1
III	Leaves of Absence	1
IV	Vacation	3
V	Blank	4
VI	School Calendar	4
VII	Curriculum Determination	4
VIII	Professional Development	4
IX	Insurance Protection	5
X	Protection of Employee and Property	5
XI	Miscellaneous Provisions	6
XII	Administrative Salary Guide	7
XIII	Legality of Agreement	8
XIV	8
XV	8

ARTICLE I

Membership

Unit Membership

In accordance with Chapter 123, Public Laws of 1974, as amended, the Board of Education of the Borough of Mendham ("the Board") recognizes the Mendham Borough Administrators Association ("the Association"), as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all school principals, whether under contract, or on leave.

ARTICLE II

Negotiations Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of unit members. Negotiations shall begin no later than October of the school year in which this agreement expires.

ARTICLE III

Leaves of Absence

A. Sick Leave

1. Accumulative

All full time employees shall be entitled to ten (10), for ten month employees / twelve (12), for twelve month employees, days of paid sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Retirement or Termination of Employment

Any employee retiring or leaving the school district after 10 years of service shall receive 40% of his per diem rate of salary of his last year of employment for each day of accumulated unused sick leave, not to exceed 60 days.

3. Extended Illness

When an individual administrator's absence due to personal illness exceeds the administrator's yearly entitlement of paid sick leave plus any accumulated sick leave days, the Board of Education may approve the payment of additional sick leave at full pay for a period of up to forty days. However, the Board reserves the right to grant such additional days, in its sole discretion.

B. Temporary Leaves of Absence

1. Personal

Administrators shall be granted three personal days/family illness days annually with full pay without disclosing the reason, the unused portion of which shall accumulate as sick leave. The Superintendent may grant additional days in emergencies and/or as bereavement days in the event of the death of a family member, at his/her discretion.

2. Jury Duty

In case of required jury duty an employee shall be allowed time off for jury service. He shall receive his regular pay. Upon receipt of the jury summons, the employee shall promptly notify the Superintendent so that he may attempt to have the employee excused from jury duty.

3. Professional Conventions

Subject to prior Board approval and budget permitting, one administrator shall be entitled to attend a national convention per year. Subject to prior Board approval and budget permitting, employees shall be entitled to attend one state convention per year, according to school board policy.

4. Local and Regional Professional Workshops and Conferences

Expenses shall be paid by the school district. Attendance at the discretion of the Superintendent.

C. Extended Leaves of Absence

1. Maternity

Unit members shall receive benefits identical to those granted to the teachers' collective bargaining unit.

2. Adoption

Unit members shall receive benefits identical to those granted to the teachers' collective bargaining unit.

ARTICLE IV

Vacation

A. Time Allotted

Annual vacations for the administrators shall be taken within the contract year at the discretion of the individual, with the approval of the Superintendent.

All employees covered by this agreement shall be entitled to 23 earned vacation days annually. Paid vacation days will be determined on a basis of 1.9167 days per contractual month.

Unused vacation days may be reimbursed if the work load requires attendance. In such event Board of Education approval must be secured in advance. Otherwise, no more than five (5) unused vacation days may be carried over into any succeeding year.

B. Holidays

All personnel are entitled to the following holidays:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day and the day following
Independence Day	Christmas Eve Day
President's Day	Christmas and the day following
One (1) Floating Holiday when School is Closed	

If legal observance of any of the above holidays falls on a weekend or a day when school is in session, a day during the year will be substituted. The replacement holiday(s) will be determined annually and in accordance with the Office Personnel days.

C. Separation from Service

A member who dies before his contract period is completed shall have payment for his vacation days given to his estate.

ARTICLE V

Blank

ARTICLE VI

School Calendar

Input to the school calendar shall be solicited from the administration prior to the calendar adoption by the Board of Education.

ARTICLE VII

Curriculum Determination

A. Initiating Proposals

Proposals for curriculum change can be initiated by professionals at any level of responsibility.

B. Reviewing Proposals

Before a proposal involving curriculum change is finalized by the Board of Education, administrative employees affected by the change may review and make recommendations concerning the proposal.

ARTICLE VIII

Professional Development

A. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for employees who join professional organizations, subject to approval by the Board.

B. Reimbursement of Tuition and Fees

1. For those courses which have been approved, the Board will reimburse the administrator the average of the full current tuition rate of the least expensive

New Jersey State College and the State University tuition rate.

2. To qualify for reimbursement the administrator must complete and submit to the Superintendent the appropriate form accompanied by a record of payment and proof of successful completion of the course.
3. Courses required for certification or taken prior to the first day of work in Mendham Borough School District will not be eligible for reimbursement.

ARTICLE IX

Insurance Protection

A. Full Health Care Coverage

Unit members shall receive the same benefits provided to the teachers' collective bargaining unit. In the event that the teachers' benefits are decreased, the Board agrees to reopen negotiations on this issue.

B. Blood Chemistry Screening

The Board of Education shall provide each member of the unit with an annual blood chemistry screening at no cost to the employee.

C. Annual Examination

The Board of Education shall provide reimbursement for an annual physical examination to a maximum of \$200.00 for each member.

ARTICLE X

Protection of Employee and Property

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well being, as determined by the Superintendent of Schools.

B. Procedures for Emergency Conditions

The Board of Education, in conjunction with the administrators, shall establish written

policies and procedures for handling emergency situations. Administrators shall provide input into policy development. However, the Board reserves the right to make final decisions on all policies.

In the event an emergency situation arises that is not covered by the written policy, the building principal shall first consult with the Superintendent, if possible. If not possible, then he shall have the authority to make whatever decision she/he deems necessary for the safety and welfare of the students.

Any long-term disorder or disruption will require a meeting of the Superintendent, administrative staff and Board of Education to develop a mutually acceptable program to cover the situation.

C. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment.

ARTICLE XI

Miscellaneous Provisions

A. Selection of Personnel

1. Professional and Nonprofessional

The building principal may make a recommendation to the Superintendent concerning the appointment of all professional and nonprofessional personnel to his building.

B. Participation in Policy Making

The Administrators will be consulted and given an opportunity to make recommendations in the development of applicable policies and procedures.

C. Use of Automobile

Administrators who may be required to use their own automobiles in the performance of their duties, exclusive of commuting, shall be reimbursed at the rate determined by the IRS to be proper for tax free reimbursement per mile.

ARTICLE XII

Administrative Salary Guide Mendham Borough

<u>Step</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1	67,367	68,504	69,639
2	68,547	69,725	70,902
3	69,747	70,946	72,165
4	70,967	72,188	73,429
5	72,210	73,451	74,715
6	73,473	74,737	76,022
7	74,760	76,046	77,353
8	76,067	77,377	78,708
9	77,399	78,729	80,085
10	78,753	80,108	81,485
11	80,132	81,509	82,912
12	81,534	82,937	84,362
13	82,961	84,388	85,840
14	84,413	85,865	87,342
15	85,890	87,367	88,870
16	87,584	88,896	90,425
17	89,922	90,649	92,004
18	90,479	93,069	93,822

- A. Initial Guide placement upon hire is discretionary with the Board.
- B. In addition to salary increases due to advancement on the salary guide, it shall be possible to earn additional merit pay increases:
 - 1. In 1995-96 only, a one-half percent merit increase shall be granted to each unit member, but shall not be includable in base salary. An additional one-half percent shall be earmarked for possible use, in the Board's sole discretion, as additional merit pay which, if granted, also shall not be includable in base salary.
 - 2. The Board agrees to include at least one percent of the unit member's salary in the 1996-97 school budget to be earmarked for possible use as merit pay, if awarded.
 - 3. The Board shall determine, no later than June 30 of each contract year, whether to award merit pay to each unit member, on a case-by-case basis, in its sole discretion.

4. All merit pay increases shall be granted on a one-time basis, to be paid in lump sum fashion, and not included in base salary.

ARTICLE XIII

Legality of Agreement

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

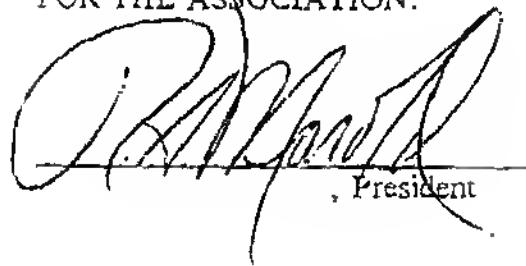
ARTICLE XIV

The duration of this Agreement shall be from July 1, 1994 through June 30, 1997.

ARTICLE XV

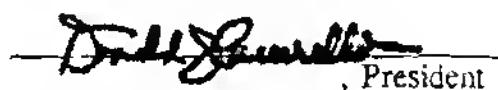
This Agreement represents the entire agreement between the parties and shall not be modified in any way except by mutual agreement of the parties, evidenced by a duly executed written document.

FOR THE ASSOCIATION:



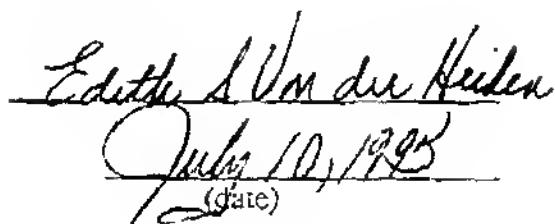
Edith A. Van der Heiden
President

FOR THE BOARD:



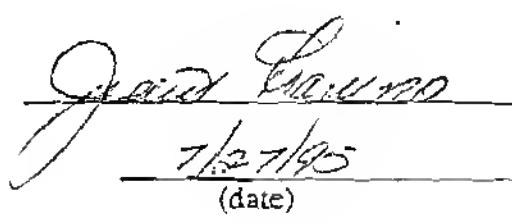
Donald J. Gauvin
President

Attest:



Edith A. Van der Heiden
July 10, 1995
(date)

Attest:



Donald J. Gauvin
7/27/95
(date)